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Twenty nine and a half bushels of Indian Corn in the note aforesaid mentioned according to the tenor and Effect of the said note and Indorsement thereupon so as aforesaid made and being so thereof Chargable afterwards to wit on the day and Year Last mentioned at the County aforesaid in Consideration thereof upon himself did assume & to the said John Darby then and there faithfully did promise to pay to the aforesaid John Darby the aforesaid One hundred twenty nine and One half bushels of Indian Corn in the note aforesaid mentioned according to the tenor of the said note and Indorsement so as aforesaid made. Nevertheless the aforesaid Whittington by promise and assumption aforesaid in form aforesaid made nothing regarding but Minding and fraudulently Intending the said John Darby in that part craftily and subtilly to deceive and defraud the aforesaid One hundred and twenty Nine and One half bushels of Indian Corn in the note aforesaid mentioned according to the tenor of the said Note and Indorsement thereupon so as aforesaid made hath not paid or bin for the same in any sort hitherto Contented but that to do altogether hath refused and still doth refuse altho' the same to do aforesaid to wit on the second day of June anno: Dom: MDCCLXXVI at the County aforesaid and of course that since the said Whittington by the said John was required whereupon the said John Darby saith he is the worse and is Damified thirty pounds Curr. money of Maryland and thereof brings Suit &c. ... Pledges to Judge R. Roe

And whereupon the said Whittington Johnson by his attorney aforesaid Cometh and defendeth the force and Injury whereof and prayeth Leave thereof to dispute hereunto the third Tuesday of June then next following and he hath it and the same day is given to the aforesaid John Darby here also then

At which day here came againe as well the aforesaid John Darby as the aforesaid Whittington Johnson by their attorneys aforesaid and thereupon the said John prays that the aforesaid Whittington to his declaration aforesaid may answer &c. and the same attorney of the aforesaid Whittington saith that he is not Informed by the said Whittington his Agent of any answer for the same Whittington to the aforesaid John in the plea aforesaid to be given and nothing els thereof saith by which the same John Remaneth against the aforesaid Whittington whereupon undefended for that the same John his Damages by occasion of the Non performance of the promise and assumption aforesaid against the aforesaid Whittington ought to recover whereupon the Justice here at the prayer of the aforesaid John and by the Consent of the aforesaid Whittington according to act of assembly in such case provided aforesaid the Damages of the same John by occasion of the Non performance of the promise and assumption aforesaid beyond his Costs and Charges by him about his Suit in that part aforesaid to sixteen pounds three Shillings and nine pence Curr. money of Maryland &c.

Therefore it is Considered that the aforesaid John Darby recover against the aforesaid Whittington Johnson his Damages aforesaid to the aforesaid sixteen pounds three Shillings and nine pence Curr. money of Maryland by the Justice aforesaid in form aforesaid aforesaid as also full Costs and Charges aforesaid to the same John at his Request by the Court here of his aforesaid adjudged with Stay of Execution until the twenty sixth day of December then next &c. as aforesaid deft in Mercy